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Harry Childers

BOOK 286 PAGE 644
7/11/94 de

STATE OF MISSISSIPPI

030-0-00-T

Do not record above this line

JUN 13 2 20 PM '95

TEMPORARY EASEMENT

BK 286 PG 644

WE B. C. CHILDERS

by S. Cleveland SC

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of one hundred twenty
five dollars + ⁰⁰/₁₀₀ /100 Dollars (\$125⁰⁰)
the receipt and sufficiency of which is hereby acknowledged, I/or we,
the undersigned hereby grant, sell, convey and warrant unto the
Mississippi Transportation Commission for public improvements,
grading, sodding, and other construction purposes on Federal Aid
Project No. 46-0021-01-022-10, a temporary easement through, over, on
and across the following described land:

TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI

Section 29:

Begin at point that is 60 feet Northerly of and
perpendicular to the centerline of survey of Federal Aid
Project No. 46-0021-01-022-10 at Station 234 + 70; from
said point of beginning run thence South 89° 50' East, a
distance of 30.0 feet; thence run South 00° 10' West, a
distance of 10.0 feet to a point that is 50 feet Northerly
of and perpendicular to the centerline of survey of said
project at Station 235 + 00; thence run North 89° 50' West,
a distance of 30.0 feet; thence run North 00° 10' East, a
distance of 10.0 feet to the point of beginning, containing
0.01 acres, more or less.

All of the above being situated in and a part of the
Southeast 1/4 of the Southwest 1/4.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. 46-0021-01-022-10, in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

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It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature the 26th Day of April, A.D., 19 95.

Harry Childers ✓

Grantee, Prepared by and return to:
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-1919
Account No. 46-0021-01-022-10

Grantor Address:
Harry Childers
Rt. 2 Box 222T
Ashland, MS 38603
Phone Number: 601-224-2121
Business Number: None

In the case of natural persons acting in their own right:

STATE OF Mississippi
COUNTY OF Tippah

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of April, 1995, within my jurisdiction, the within named Harry Childers

who acknowledged that (he)(~~she~~)(~~they~~) executed the above and foregoing instrument.

Samie G. Davis (NOTARY PUBLIC)

My commission expires:

My Commission Expires Mar. 12, 1997

